

Mailing Address: 13998 Parkeast Circle, Chantilly, VA 20151 Physical Address: 1508-A Sadlers Wells Dr, Herndon, VA 20170 Phone: 703-803-9641

# **RENTAL POLICY INFORMATION**

Hiddenbrook homeowners or Swim & Tennis members, who are in good standing, may rent the clubhouse facility space. Note that the rental only applies to the 2<sup>nd</sup> floor of the clubhouse, to include the bathroom and kitchen located on the 2<sup>nd</sup> floor.

The clubhouse may not be rented for fund raising events or reoccurring events without the express approval of the HOA Board.

## 1. Rental Process

## 1.1 Availability

Facility space is rented on a "first-come, first-serve" basis, Monday through Sunday, excludes days when monthly Homeowner Association functions occur or Swim Team functions are scheduled. Rentals may be reserved up to six months in advance.

The facility may be rented at a cost of \$250.00 for a single event between 10:00 am to 1:00 am - maximum duration of fifteen (15) hours. The Board reserves the right to change the rental cost and the renter is responsible for paying the current rental rate. The facility must be vacated by 1:00 am (no exceptions). Setup before the event and cleanup afterwards must be completed within the allotted fifteen (15) hour rental

period.

Entry into the building before 10 am on the day of the event, can be requested but there is no guarantee that it will be available. Early access is an additional charge of \$25.00 per hour.

#### 1.2 Making a Reservation

The renter should contact the HOA management company or consult the events calendar on the Hiddenbrook Homes website (<u>http://www.hiddenbrookhomes.org/calendar.html</u>) to determine availability.

The renter should complete and sign a rental contract, which must be submitted with the rental fee and security deposit, to the HOA management company at least 2 weeks prior to scheduled event. Reservations made within a shorter time frame if funds are paid in certified funds or a cashier's check. Payment must be submitted by the same person who signed the contract.

Payment is only accepted in the form of a check. Security deposit and rental fees must be paid in one check made out to Hiddenbrook Homeowners Association. All renters must pay a security deposit of \$500.00.

Submission of payment and contract is not confirmation of rental. The renter will receive notification from the HOA management company once payment has cleared the bank and the rental is finalized. This notification will be quicker if the renter using certified funds or a cashier's check for payment.

## 1.3 Responsible Party

The responsibility for the facility use lies with the homeowner or Swim & Tennis member who signed the contract.

Homeowners and S&T Members are not permitted to rent the facility on behalf of their friends or relatives. Any evidence that violation of this requirement has occurred will result in denial of future rental privileges to that homeowner or member.

# 1.4 Cancellation

Cancellations must be received 7 days before the event date or in order to receive the security deposit and refund. The security deposit will be returned within approximately 30 days of cancellation.

## 1.5 Security Deposit

The security deposit will be returned within 30 days after the day of the rental if the facility, including the outside grounds and parking lot, are left in an acceptable, clean, and damage free condition.

Any costs associated with damage to the facilities, including building and equipment, or incomplete cleaning must be paid for by the renter. The decision on the amount to be refunded to the renter is solely up to the HOA Board and will not be refunded until the facility has been inspected by a HOA Board representative.

Assessed costs will be deducted from the security deposit and will be itemized and provided to the renter. Costs in excess of the security deposit must be paid for by the renter. Failure to do so may result in legal action, including a lien against the homeowner(s) property or if not a homeowner, a lawsuit or placement with a collection agency.

# 1.6 Non-Profit Rentals

Homeowners and S&T Members who are members of a non-profit group may reserve and rent the facility. However, groups will still be required to pay the respective rental fee and provide a security deposit. Moreover, if the organization wishes to establish a reoccurring meeting, the same "Availability" rules apply as outlined in Section 1.1. The security deposit, in turn, will be held until all scheduled meetings for the given timeframe are complete.

# 2. Acceptable Use

# 2.1 Alcohol

Renters are permitted to serve alcohol but are expected to monitor and prevent excessive consumption during the event.

Renters are required to obtain information from the Virginia ABC to determine whether the event requires a banquet or other license. Renters are required to obtain such license and to present it to the HOA prior to the event. If a license is required but not obtained, the event will be canceled and the renter shall not be entitled to a refund of the rental fee . License information can be viewed at www.abc.virginia.gov/licenses/get-a-license.

The sale of alcohol is strictly prohibited.

## 2.2 Smoking

Smoking is prohibited inside the facility or anywhere outside on the grounds. Evidence of any violation of this rule will result in forfeiture of the security deposit.

#### 2.3 Fireworks

Indoor and outdoor fireworks are prohibited on the entire premises. Evidence of any violation of this rule will result in forfeiture of the security deposit.

## 2.4 Noise

This facility is in the midst of residential homes and noise is a very concerning factor. If music is going to be played, live or electronic, the doors must be kept shut. Any activity outside the facility, on balconies or walkways, must not disrupt the quiet surroundings of the community. Fairfax County has specific sound level restrictions and if the police are called by neighbors more than once, the event may be shut down, the security deposit will be forfeited, and future rentals will be denied.

## 2.5 Animals

Animals, except for service animals, are not permitted inside the facility. Evidence of any violation of this rule will result in forfeiture of the security deposit.

#### 2.6 Decorations

No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Only the "painters" tape provided by our facility representative may be used on walls or ceiling.

Balloons must be kept away from ceiling fans.

Candles and all flammable materials are prohibited other than small standard candles for the top of a cake not to exceed 3 inches in height.

Silly String, glitter, birdseed, thrown rice, and confetti of any type are prohibited inside the facility.

#### 2.7 Catering

Renters may choose to employ an outside caterer for their event. Caterers are required to abide by all the policies outlined in the Rental Contract. All food and beverages must be removed from the facility after the event and all trash put in the dumpster outside.

Ice, food waste or beverage items may not be dumped onto soil or landscaping anywhere on the premises by guests or the catering staff. No food items or equipment may be left at the facility without prior consent by the HOA representative

## 2.8 Minors

Any rental with participants under the age of 18 is required to have at adequate adult chaperones present during the event.

# 3. Facility Details

# 3.1 Main Room

The main room has dimensions of <u>30 feet by 50 feet</u> and has a maximum <u>capacity of 75 people</u>. The facility is not wheelchair accessible and entry is via a flight of stairs. One wall mounted projector screen is available.

# 3.2 Restrooms

One unisex bathroom.

3.3 Kitchen

The kitchen has a stovetop & oven, microwave, fridge and coffee maker.

# 3.4 Chairs and Tables

Twelve (12), 6-foot rectangular tables (black)

Six (6), 8-foot rectangular tables (black)

One hundred (100) chairs (black)

## 3.5 Parking

The facility has a 90-space parking lot that is available on a "first-come, first-serve" basis. No spaces are reservable.

Vehicles may not be parked overnight. Towing is enforced.

# 3.6 Security Cameras

There are security cameras mounted internally in the clubhouse and externally around the premises. Footage is recorded.

# 4. Check-In Process

# 4.1 Door Key and Pre-event Inspection

A member of the Clubhouse Committee will schedule a mutually agreeable time to meet at the club house, prior to the start of the event, to provide the door key and perform a pre-event inspection, including reviewing the banquet license.

The purpose of the pre-event inspection is to agree the existing condition of the club house. After the event the club house is expected to be in an equivalent condition.

# 5. Check-Out Process

# 5.1 Key return

The key should be put in the drop-box on the clubhouse door after locking up at the end of the event. Failure to return facility keys at the end of rental will result in a charge of \$35.00 and will be deducted from the security deposit. Renters are not to leave doors unlocked at any time when the facility is not occupied.

# 5.2 Cleaning

The facilities must be returned in the pre-rental condition (as witness during the pre-event inspection).

The renter should perform the following checks:

The microwave is clean inside and out. The stovetop and oven are clean. The refrigerator is empty and clean of any spills. The coffee maker is clean, powered off, and left open for ventilation. The floors have no spills and has been swept. All trash, both inside and outside the room, is deposited in the dumpster.

A vacuum cleaner, broom, Swiffer and basic cleaning chemicals are available to assist with cleanup.

#### 6. Additional Questions

For any questions or assistance with renting the clubhouse please contact your management team at the below:

Community Manager: Shannon Cook shannon@sequoiamgmt.com (703) 803-9641 Administrative Assistant: Chelsea Miller cmiller@sequoiamgmt.com (703) 803-9641

By signing Below, I hereby acknowledge that I have completely read and fully understand the clubhouse rental policy.

Signature of Renter

DD YYYY MM

Printed Name

2813786v1

# Hiddenbrook Clubhouse Rental Contract

#### **Clubhouse Reservation Date:**

(This reservation date can only be cancelled or rescheduled 5 days before rental date for a full refund)

**Only members of the Hiddenbrook HOA or Swim & Tennis Club may rent the clubhouse**			
I am a member of the Hiddenbrook HOA and/or Swim and Tennis club and my			
member number(s) are:			
Homeowner Lot# S&T Member #			
Start Time: End time:			
Nature of Event:			
Number of Guests:			
Name: (Must be contract holder)			
Address:			
Main Contact Phone#			
Alternate Phone #			
EMAIL			

# I understand and agree to the following:

- I have read and agree to the attached 'Rental Policy Information' packet and understand that I am responsible for the condition of the facility, including the grounds, after I have used it on the above date.
- I agree to leave it in the same clean condition in which I found it. I further agree to be wholly responsible for the actions of all my guests and to allow deductions from my security deposit for any repair, replacement, cleaning necessitated by my negligence, and/or willful acts of my guests or myself.
- 3. I understand that the clubhouse is a Non-Smoking facility both inside and outside on the decks or grounds.

Initial Here \_\_\_\_\_

- 4. I understand that if I am not a member of the Homeowners Association and I plan to serve alcohol, I must obtain an ABC License.
- 5. I understand that cleanup must be completed within the reserved time. The rental space can only be reserved until 1:00 am. (No exceptions)
- 6. Rental time cannot be extended at time of the event. If event runs over end time, renter agrees to charge of \$25.00 per hour to be deducted from security deposit.
- 7. No barbequing or grilling is allowed on the clubhouse decking. The pool deck is not considered part of the clubhouse rental and no entry is permitted via the deck stairs.
- 8. Rental occupancy applies to the club room level only. Guests are not permitted to enter the lower level.
- 9. The facility must be left in the same condition in which I received it, the rental checklist must be completed and signed, and any extenuating circumstances must be communicated before rental begins.
- 10. The facility will not be rented to Hiddenbrook Homeowners or Swim & Tennis Members whose dues are in arrears or are otherwise not in good standing with the Association or Club.
- 11. I agree to pay the \$500.00 security deposit and rental fee via check and submit it in time to clear the bank before rental date. I understand that during inspection after the event, photographs may be taken but are not required proof of damage or basis for deductions. I understand and agree that if damages are more than \$500.00, collection actions will be taken to satisfy the charges incurred by Hiddenbrook.
- 12. I agree to cancel, if necessary, no later than 5 days in advance of the rental date. If cancellation occurs in less than 5 days of the event, all rental dues will be forfeited and only the security deposit will be returned.

I agree to defend, indemnify and hold harmless, the Renter, its Principals, Agents and Employees from and against all liabilities and expenses including, without limitation, attorney fees related to any loss or damage arising from the above identified event.

I understand all of the terms and conditions in this agreement indicated by my signature below:

Renter	Date
Hiddenbrook Representative	Date

RENTER FILL OUT THIS SIDE ↓ CLUBHOUSE RENTAL CHECKLIST	INSPECTOR FILL OUT THIS SIDE		
[] Make sure all trash is picked up and placed in proper containers including the restroom	[]		
Wipe clean and return all equipment to its original placement, and chairs and tables to thei appropriate storage closets	ir []		
[] Remove any remaining painters tape and balloon ties used for displaying decorations	[]		
[ ] Clean the restroom sink and toilet and empty the trash	[]		
[] Clean microwave (use kitchen sponge and dish detergent) wipe dry	[]		
[] If stove and oven are used, clean them	[]		
[ ] Clean all countertops and wipe dry			
[] Clean refrigerator, wipe dry, and remove all food	[]		
[] Make sure all kitchen utensils and items are put back in place & any linens are put on drain board []			
<ul> <li>Sweep &amp; use Swiffer wet mop on kitchen floor</li> <li>* MAKE SURE FLOOR IS NOT STICKY</li> </ul>	[]		
[] Vacuum carpet with vacuum located in chair closet (extension cord provided to reach all are	eas) []		
[] Sweep & Swiffer foyer floor	[]		
Turn off: all lights, fans (using the wall controls), oven and any other equipment used	[]		
[] Take ALL trash to outside dumpster			
<ul> <li>Make sure clubhouse is <u>totally</u> clean before leaving premises</li> <li>* NO FOOD PARTICLES LEFT ANYWHERE-INCLUDING TRASH RECEPICALS</li> </ul>	[]		
MAKE SURE EMERGENCY EXIT DOOR IN BACK OF MAIN ROOM AND ALL OTHER DOORS AR           CLOSED TIGHTLY AND PLACE RENTAL KEY IN MAIL SLOT ON THE FRONT DOOR AS YOU LEAR			
Please provide any feedback on the clubhouse facility or equipment on the back of this form.			
Renter: Reviewer:			
Date: Date:			

Hiddenbrook Homes Association 2017